



Koech v Koskei & 4 others (Enviromental and Land Originating Summons E004 of 2025) [2026] KEELC 121 (KLR) (22 January 2026) (Ruling)

Neutral citation: [2026] KEELC 121 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KERICHO
ENVIROMENTAL AND LAND ORIGINATING SUMMONS E004 OF 2025
LA OMOLLO, J
JANUARY 22, 2026**

BETWEEN

EZEKIEL KOECH PLAINTIFF

AND

RICHARD KOSKEI 1ST DEFENDANT

CHARLES KOSKEI 2ND DEFENDANT

CHRISTOPHER KOSKEI 3RD DEFENDANT

BONIFACE KOSKEI 4TH DEFENDANT

NARCIS KOSKEI 5TH DEFENDANT

RULING

1. This ruling is in respect of the Plaintiff/Applicant’s Notice of Motion application dated 31st January, 2025. The application is expressed to be brought under Article 40 of *the Constitution* of Kenya, Sections 1, 1A, 3, 3A & 63 (e) of the *Civil Procedure Act* and Order 40 Rule 1(a) & Order 51 Rule 1 of the Civil Procedure Rules. The application seeks the following orders;

1. Spent
2. That Defendants/Respondents want to sell this suit land to new purchasers with the intention of forcefully taking over possession of the suit property. (sic)
3. Spent
4. That the Honorable Court be pleased to issue an order of injunction against the Defendants, by themselves, their servants, agents, assigns, representatives or heirs restraining them from alienating, sub-dividing, selling, demarcating, transferring or in any way dealing with the said



parcel of land number Kericho/Boito/313 pending the hearing and determination of the main suit inter partes.

5. That the costs of the suit and this application be awarded to the Plaintiff.
2. The application is based on the grounds on its face and the supporting Affidavit of Ezekiel Koech sworn on 31st January, 2025.

Factual Background.

3. The Plaintiff/Applicant commenced the present proceedings vide the Originating Summons dated 31st January, 2025 where he seeks the determination of the following questions;
 - a. Whether the Plaintiff has acquired title by way of adverse possession of Ker/Boito/313 measuring approximately 5 acres.
 - b. Whether the Plaintiff should be registered as absolute proprietor of Ker/Boito/313 measuring approximately 5 acres having acquired the title thereto by way of adverse possession.
 - c. Whether the Plaintiff is entitled to an order of permanent injunction against the Defendant, his servants, agents, assigns or representatives from eviction, selling, leasing, charging and or doing any act which is prejudicial to the proprietary interest of the Plaintiff in the suit land.
 - d. Who should bear the costs.
4. As at the time of writing of this ruling, the Defendants/Respondents have not filed a response to the Originating Summons.
5. The application under consideration first came up for hearing on 12th February, 2025 when the Court directed that it be served upon the Defendants/Respondents.
6. On 26th March, 2025 the Court issued directions that the application be canvassed by way of written submissions.
7. It was mentioned on 25th June, 2025 to confirm filing of submissions and on 30th July, 2025 the application was reserved for ruling.

The Plaintiff/Applicant's Contention.

8. The Plaintiff/Applicant contends that he has acquired a portion of land parcel No. Kericho/Boito/313 which measures 5 acres by way of adverse possession.
9. The Plaintiff/Applicant also contends that vide a land sale agreement dated 10th July, 2005, he purchased a one-acre portion of the suit parcel of land from Marcelina Sinei for kshs. 310, 000/=.
10. The Plaintiff/Applicant further contends that upon executing the said land sale agreement, he paid the purchase price and took possession of the one-acre portion of land on 16th July, 2007.
11. It is the Plaintiff/Applicant's contention that vide a land sale agreement dated 18th August, 2007, he purchased a two-acre portion of the suit parcel of land from Charles K. Koskei and paid Kshs. 660,000/= as the purchase price per acre and immediately took possession.
12. It is further the Plaintiff/Applicant's contention that vide an agreement dated 22nd December, 2007, he purchased a portion of the suit parcel of land measuring 1 acre from Christopher Koskei at a consideration of Kshs. 400,000/=. He goes on to state that upon payment of the purchase price, he took possession.



13. He also contends that vide an agreement dated 11th June, 2011 he purchased a portion of the suit parcel of land measuring 0.7 acres from Richard Koskei at a consideration of Kshs. 400,000/= . He goes on to state that after he paid the purchase price, he took possession of the said portion of land.
14. He further contends that at the time he was taking possession, the land was bushy. He goes on to state that he invested a significant amount of money, effort and time to make the land viable for use.
15. It is his contention that he cumulatively purchased a five-acre portion of the suit parcel of land. He goes on to state that he fenced it off and now rears Friesian Cows which generate income for him.
16. It is also his contention that he has planted tea which is plucked daily by his employees.
17. It is further his contention that he has planted cypress and other indigenous trees along the fence which are now mature and form part of the live fence. He goes on to state that he has also constructed a permanent house on the suit land.
18. He contends that he has been in open and continuous occupation of the said portion of land for a period of over twelve years. He goes on to state that he has therefore acquired it by way of adverse possession.
19. He reiterates that he took possession of portions of the suit parcel of land upon execution of the land sale agreements dated 10th July, 2005, 18th August, 2007, 22nd December, 2007 and 11th June, 2011.
20. He contends that since he took possession of the land, the estate of the deceased has not interfered with his possession.
21. He also contends that upon the lapse of twelve years, the property rights in the said portion of land passed to him which rights subsist and have not been extinguished.
22. He further contends that the Defendants/Respondents cannot therefore sell the said portion of land as it is not available for sale.
23. It is his contention that he has been advised by his advocates on record that the alleged unlawful transfer of his land to the Defendants did not interrupt adverse possession and that the time of adverse possession is still running.
24. It is also his contention that he has been advised by his advocates on record that Article 40 of *the Constitution* of Kenya and the land laws protect his proprietary rights of the said portion of land.
25. It is further his contention that the Defendants/Respondents have no color of right to enter, encroach, construct or carry out any work on the said portion of land.
26. He contends that the land will be wasted if the Court does not stop the Defendants/Respondents from subdividing it.
27. He also contends that since he is the owner of the said portion of land, he is entitled to an order of an injunction restraining the Defendants/Respondents from interfering with his possession.
28. He further contends that he has been advised by his advocates on record that he has established a prima facie case as was set out in the judicial decision of *Giella vs Cassman Brown*.
29. It is his contention that he has filed the application under consideration in order to preserve the suit property from being wasted and/or interfered with.



30. He ends his deposition by stating that the application under consideration has been filed timeously in order to safeguard his proprietary interest in the suit property and to prevent an injustice from being visited upon him.

The 1st, 2nd and 3rd Defendants/Respondents Response.

31. In response to the Plaintiff/Applicant's application, the 1st, 2nd and 3rd Defendants/Respondents filed Grounds of Opposition dated 25th March, 2025.

32. They are as follows;

- a. That the Applicants' (sic) application dated 31st January, 2025 and the suit of even date is an affront to the provisions of the Law of Succession Act Cap 160 hence suitable to be struck out. (sic)
- b. That the Application is founded on the wrong provisions of the law and the Applicant lacks the requisite locus standi to prosecute the instant application and the suit.
- c. That the suit property namely Kericho/Boito/313 is registered in the name of Kipkoske Arap Sinei (deceased).
- d. That Kipkoske Arap Sinei (deceased) died on 14th January, 2004 and therefore a claim of adverse possession cannot be sought against his estate.
- e. That the Applicant is seeking reliefs that are incapable of being granted since it will be an affront to the provision of Section 45 of the Law of Succession Act, Cap 160 which offers protection to the effect that except in so far as expressly authorized by this Act, or by any other written law, or by grant of representation under this Act, no person shall, for any purpose, take possession or dispose of, or otherwise intermeddle with any free property of a deceased person. (sic)
- f. That the provision of Section 45 of the Law of Succession Act, Cap 160 laws of Kenya provides that a Court may, according to the circumstances of each case, limit a grant of representation which it has jurisdiction to make, in any of the forms described in the fifth schedule.
- g. That the provisions of Section 55 of the L S A (supra) provides that no grant of representation, whether or not limited in its terms, shall confer powers to distribute any capital assets constituting a net estate, or to make any division of property unless and until the grant has been confirmed as provided by Section 71.
- h. That this Court lacks jurisdiction to hear and determine the application and the suit.
- i. That the Applicant's application and the suit is an abuse of Court process, frivolous, scandalous thus should be dismissed in limine.

33. The 4th and 5th Defendants/Respondents did not file any response to the Plaintiff/Applicant's application.

Issues for Determination.

34. The Plaintiff/Applicant filed his submissions on 25th June, 2025 while the 1st, 2nd and 3rd Defendants/Respondents filed their submissions on 30th July, 2025. The 4th and 5th Defendants/Respondents did not file submissions.



35. The Plaintiff/Applicant submits on whether he has met the threshold for grant of interlocutory orders of injunction.
36. The Plaintiff/Applicant relies on the judicial decisions of *Giella vs Cassman Brown & Co. Ltd* [1973] EA 358, *Gavala v. Atonya* (Environment & Land Case E006 of 2022) [2022] KEELC 14916 (KLR) (17 November 2022) (Ruling) and submits that he has a prima facie case.
37. It is the Plaintiff/Applicant's submissions that he is the beneficial owner of the suit parcel of land and that the Defendants/Respondents have without any color of right entered the said parcel of land with the intention to sell it.
38. It is also the Plaintiff/Applicant's submissions that the Defendants/Respondents actions are interfering with his proprietary rights. He relies on Article 40 of *the Constitution* of Kenya in support of his submissions.
39. It is further the Plaintiff/Applicant's submissions that the suit parcel of land is of sentimental value to him and if the Defendants/Respondents dispose it off, he will suffer loss.
40. The Plaintiff/Applicant also submits that damages will not be an adequate remedy as the land is unique and irreplaceable.
41. The Plaintiff/Applicant submits that the status quo should be maintained since he is in possession of the suit property.
42. The Plaintiff/Applicant concludes his submissions by urging the Court to issue the order of injunction sought.
43. The 1st, 2nd and 3rd Defendants/Respondents submit on whether the Plaintiff/Applicant's application has merit.
44. It is the 1st, 2nd and 3rd Defendants/Respondents submissions that prayer 2 of the Plaintiff/Applicant's application is anticipatory in nature.
45. It is also their submissions that if the said prayer is granted at the interim stage, then it shall jeopardize the right to fair hearing as there will be nothing to determine at the hearing of the suit.
46. The 1st, 2nd and 3rd Defendants/Respondents reiterate that land parcel No. Kericho/Boito/313 belongs to the estate of the late Kipkoskei Arap Sinei who died on 14th January, 2004.
47. The 1st, 2nd and 3rd Defendants/Respondents submit that the Plaintiff/Applicant alleges that he purchased a five-acre portion of the suit parcel of land.
48. It is their submissions that the Plaintiff/Applicant's claim is therefore contractual in nature.
49. The 1st, 2nd and 3rd Defendants/Respondents also submit that the Plaintiff/Applicant contends that he took possession of the suit property in the year 2005 which was after the death of their father.
50. The 1st, 2nd and 3rd Defendants/Respondents further submit that it is therefore clear that the alleged purchase of the suit parcel contravened Section 45 of the *Law of Succession Act*.
51. It is their submissions that the Plaintiff/Applicant is guilty of intermeddling with the estate of the late Kipkoskei Arap Sinei.
52. It is their submissions that the Plaintiff/Applicant lacks the requisite locus standi to commence the present proceedings.



53. The 1st, 2nd and 3rd Defendants/Respondents rely on Section 45 of the *Law of Succession Act* and submit that the Plaintiff/Applicant did not obtain the requisite grant before commencing the present proceedings.
54. The 1st, 2nd and 3rd Defendants/Respondents submit that this Court does not have jurisdiction to hear and determine this suit because it relates to an estate of a deceased person.
55. The 1st, 2nd and 3rd Defendants/Respondents also submit that the Plaintiff/Applicant's allegations that he is in occupation of the suit parcel of land have to be supported by evidential proof and the said claims ought to be subjected to a full trial for them to succeed.
56. The 1st, 2nd and 3rd Defendants/Respondents rely on the judicial decisions of *Gabriel Mbui v Mukindia Maranya* [1993] eKLR, *Wambugu vs Njuguna* [1983] KLR 172 and submit that any party seeking orders of adverse possession must demonstrate that they took possession of the land without force and/or stealth, that the possession was adequate in continuity, publicity and must be adverse to the title owner.
57. The 1st, 2nd and 3rd Defendants/Respondents also submit that contrary to the established principles of adverse possession, the Plaintiff/Applicant alleges that he purchased a five-acre portion of the suit parcel of land.
58. The 1st, 2nd and 3rd Defendants/Respondents conclude their submissions by urging the Court not to be hoodwinked into sanitizing the Plaintiff/Applicant's actions of intermeddling with the estate of the deceased.

Analysis and Determination.

59. I have considered the Plaintiff/Applicant's application, the response thereto and the rival submissions. It is my view that the following issues arise for determination;
 - a. Whether the Plaintiff/Applicant has locus standi to commence the present proceedings.
 - b. Whether the Plaintiff/Applicant's application has merit.
 - c. Who should bear costs of the application.

A. Whether the Plaintiff/Applicant has locus standi to commence the present proceedings.

60. The 1st, 2nd and 3rd Defendants/Respondents contend that the Plaintiff/Applicant does not have locus standi to commence the present proceedings.
61. The 1st, 2nd and 3rd Defendants/Respondents submit that the Plaintiff/Applicant ought to have sought and obtained a Grant of representation before instituting this suit.
62. The Plaintiff/Applicant did not submit on this issue.
63. In the Originating Summons, the Plaintiff/Applicant avers that he purchased a five-acre portion of land parcel No. Kericho/Boito/313 which portion of land he is contending to have acquired by way of adverse possession.
64. It is evident that the Plaintiff/Applicant is suing in his own capacity.
65. It is therefore not clear why the 1st, 2nd and 3rd Defendants/Respondents contend that the Plaintiff/Applicant ought to have obtained grant of letters of administration.



66. It is also not clear to whose estate the Plaintiff/Applicant ought to have obtained the said grant of letters of administration.
67. That being the case, the issue of whether or not the Plaintiff/Applicant has locus standi to commence the present proceedings is moot.

B. Whether the Plaintiff/Applicant's application has merit.

68. Prayer two (2) of the application under consideration is as follows;

“2. That Defendants/Respondents want to sell this suit land to new purchasers with the intention of forcefully taking over possession of the suit property. (sic)”

69. The Plaintiff/Applicant did not submit on this prayer.
70. The 1st, 2nd and 3rd Defendants/Respondents on the other hand submit that prayer (2) of the application under consideration cannot be granted at this stage of the proceedings as it will jeopardize their right to a fair hearing as there will be nothing left for determination during the trial.
71. It is evident that the said prayer is seeking that a determination be made that the Defendants/Respondents want to sell the suit parcel of land and at the same time the Defendants/Respondents want to forcefully take possession of the suit property.
72. As submitted by the 1st, 2nd and 3rd Defendants/Respondents, no such determination can be made at this stage of the proceedings or at all.
73. I will now address prayer three (3) of the application. That is whether the Plaintiff/Applicant has met the criteria for grant of an order of temporary injunction pending the hearing and determination of this suit.
74. In the judicial decision of *Giella vs. Cassman Brown* [1973] EA 358, the Court set out the conditions for grant of interlocutory injunctions. They are as follows;

“The conditions for the grant of interlocutory injunction are now I think well settled in East Africa. First an Applicant must show a prima facie case with probability of success. Secondly an interlocutory injunction will not be normally granted unless the Applicant might otherwise suffer irreparable injury which would not adequately be compensated by an award of damages. Thirdly if the Court is in doubt it will decide an application on the balance of convenience.”

75. The Plaintiff/Applicant must first establish a prima facie case. A prima facie case was defined in the judicial decision of *Mrao Limited vs. First American Bank of Kenya & 2 Others* [2003] eKLR as follows;

“A prima facie case in a civil case include but is not confined to a “genuine or arguable” case. It is a case which on the material presented to the Court, a tribunal properly directing itself will conclude there exists a right which has apparently been infringed by the opposite party as to call for an explanation or rebuttal from the later.”



76. The Plaintiff/Applicant contends that he purchased portions of land parcel No. Kericho/Boito/313 measuring 5 acres vide the land sale agreements dated 10th July, 2005, 18th August, 2007, 22nd December, 2007 and 11th June, 2011.
77. The Plaintiff/Applicant also contends that he has been in possession of the said portion of land for a period of over twelve years.
78. The Plaintiff/Applicant submits that the Defendants/Respondents intend to sell the suit parcel of land and he is therefore seeking that the Court issues the injunction sought.
79. Among the documents attached to the Plaintiff/Applicant's affidavit in support of the application is a copy of a handwritten land sale agreement dated 10th July, 2005.
80. The said agreement is between Marcelina Sinei, Narcis Koskei, Boniface Koskei, Richard Koskei, Christopher Koskei, Charles Koskei (vendors) and Ezekiel K. Koech (purchaser). The agreement is for the sale of a one-acre portion of land parcel No. Kericho/Boito/313 for a consideration of Kshs. 310,000/=.
81. The Plaintiff/Applicant has also attached a copy of a land sale agreement dated 18th August, 2007. The agreement is between Charles K. Koske (vendor) and Ezekiel K. Koech (purchaser). The agreement is for the sale of a 2-hectare portion of land parcel No. Kericho/Boito/313 at a consideration of Kshs. 660,000/=.
82. A copy of an agreement of sale of land dated 22nd December, 2007 has been attached. The agreement is between Christopher K. Koskei (vendor) and Ezekiel Koech (purchaser). The agreement is for the sale of a one-acre portion of land parcel No. Kericho/Boito/313 at a consideration of Kshs.400,000/=.
83. A copy of a land sale agreement dated 11th June, 2011 has also been attached. The agreement is between Richard K. Koskei (vendor) and Ezekiel Koech (purchaser). The agreement is for the sale of a portion of land parcel No. Kericho/Boito/313 measuring 0.70 acres for a consideration of Kshs. 400,000/=.
84. A copy of an undated land sale agreement has been attached. The agreement is between Marcelina Chepkurui Sinei (vendor) and Ezekiel K. Koech (purchaser). It is for the sale of a one-acre portion of land whose particulars are not disclosed at a consideration of Kshs. 310,000/=.
85. Black and white photographs have been attached. Some of the photographs are of a tea plantation with trees while the other photographs are of houses.
86. The Plaintiff/Applicant has also attached a certificate of official search for land parcel No. Kericho/Boito/313 dated 17th January, 2025. It shows that Kipkoske Arap Sinei was registered as the owner on 21st June, 1976 and was issued with a title deed on 12th September, 2007.
87. The 1st, 2nd and 3rd Defendants/Respondents on the other hand contend that land parcel No. Kericho/Boito/313 is registered in the name of Kipkoskei Arap Sinei who is deceased.
88. The 1st, 2nd and 3rd Defendants/Respondents also contend that Kipkoskei Arap Sinei died on 14th January, 2004.
89. The 1st, 2nd and 3rd Defendants/Respondents submit that the Plaintiff/Applicant contends that he first took possession of the suit parcel of land in the year 2005.
90. It is their submissions that the Plaintiff/Applicant's actions contravene Section 45 of the [*Law of Succession Act*](#).



91. The Plaintiff/Applicant contends that he is in possession of a portion of the suit parcel of land measuring five acres.
92. The 1st, 2nd and 3rd Defendants/Respondents do not dispute the said contention and they instead submit that the Plaintiff/Applicant allegedly took possession of the suit parcel of land after the death of the registered owner.
93. That being the case, it is the view of this Court that the Plaintiff/Applicant has established a prima facie case.
94. The second condition for grant of orders of temporary injunction is that the Plaintiff/Applicant must demonstrate that he will suffer irreparable injury that would not be adequately compensated by way of damages.
95. In *Nguruman Limited vs. Jan Bonde Nielsen & 2 Others* [2014] eKLR, the Court of Appeal pronounced itself as follows:

“On the second factor, that the Applicant must establish that he “might otherwise” suffer irreparable injury which cannot be adequately remedied by damages in the absence of an injunction, is a threshold requirement and the burden is on the Applicant to demonstrate, prima facie, the nature and extent of the injury. Speculative injury will not do; there must be more than an unfounded fear or apprehension on the part of the Applicant. The equitable remedy of temporary injunction is issued solely to prevent grave and irreparable injury; that is injury that is actual, substantial and demonstrable; injury that cannot “adequately” be compensated by an award of damages. An injury is irreparable where there is no standard by which their amount can be measured with reasonable accuracy or the injury or harm is such a nature that monetary compensation, of whatever amount, will never be adequate remedy.” (Emphasis mine)
96. The judicial decision in *Pius Kipchirchir Kogo vs Frank Kimeli Tenai* [2018] eKLR provides an explanation of what is meant by irreparable injury. It is as follows;

“Irreparable injury means that the injury must be one that cannot be adequately compensated for in damages and that the existence of a prima facie case is not itself sufficient. The Applicant should further show that irreparable injury will occur to him if the injunction is not granted and there is no other remedy open to him by which he will protect himself from the consequences of the apprehended injury.” [Emphasis mine]
97. The Plaintiff/Applicant submits that the suit parcel of land is of sentimental value to him and if the Defendants/Respondents dispose it off, he will suffer loss.
98. The Plaintiff/Applicant also submits that damages will not be an adequate remedy as the land is unique and irreplaceable.
99. The 1st, 2nd and 3rd Defendants/Respondents did not address this issue in their submissions.
100. In the circumstances of this suit, it is my view that the Plaintiff/Applicant has demonstrated that he will suffer irreparable damage which cannot be adequately compensated by way of damages if the orders sought are not granted.
101. If after making considerations on the existence of a prima facie case and irreparable injury the Court is still in doubt, then an application for temporary injunction is to be determined on the basis of balance of convenience.



102. The Plaintiff/Applicant has demonstrated that he has a prima facie case and that he is likely to suffer irreparable injury. I will nonetheless consider whether the balance of convenience tilts in his favour.

103. In *Pius Kipchirchir Kogo vs Frank Kimeli Tenai* (supra) the Court held as follows;

“The meaning of balance of convenience will favour of the Plaintiff’ is that if an injunction is not granted and the Suit is ultimately decided in favour of the Plaintiffs, the inconvenience caused to the Plaintiff would be greater than that which would be caused to the Defendants if an injunction is granted but the suit is ultimately dismissed. Although it is called balance of convenience it is really the balance of inconvenience and it is for the Plaintiffs to show that the inconvenience caused to them will be greater than that which may be caused to the Defendants. Inconvenience be equal, it is the Plaintiff who will suffer. In other words, the Plaintiff has to show that the comparative mischief from the inconvenience which is likely to arise from withholding the injunction will be greater than that which is likely to arise from granting it”

104. In the present application, it is my view that the balance of convenience tilts in favour of the Plaintiff/Applicant. The Plaintiff/Applicant is likely to suffer greater inconvenience compared to the inconvenience likely to be occasioned to the Defendants/Respondents if orders of temporary injunction are not granted. This is premised on the fact that the Plaintiff/Applicant is in occupation and use of a portion of the suit land.

105. Before penning off, I note that the 1st, 2nd and 3rd Defendants/Respondents have raised the following issues in their Grounds of Opposition and submissions;

- a. Whether the Plaintiff/Applicant intermeddled with the estate of Kipkoske Arap Sinei (deceased).
- b. Whether the Plaintiff/Applicant has proved his claim of adverse possession.

106. It is my view that the issues of whether or not the Plaintiff/Applicant intermeddled with the estate of a deceased person and whether or not the Plaintiff/Applicant has proved his claim of adverse possession will be best raised and/or addressed during the hearing and determination of the suit.

C. Who should bear costs of the application.

107. The general rule is that costs follow the event. This is in accordance with the provisions of Section 27 of the *Civil Procedure Act*. (Cap 21). A successful party should ordinarily be awarded costs of an action unless the Court, for good reason directs otherwise.

Disposition.

108. Taking the foregoing into consideration, the Plaintiff/Applicant’s application dated 31st January, 2025 partially succeeds and I order as follows:

- a. A temporary injunction is hereby issued restraining the Defendants/Respondents, their servants, agents and/or representatives from alienating, sub-dividing, selling and/or transferring land parcel No. Kericho/Boito/313 pending the hearing and determination of this suit.
- b. Costs of the application shall abide the outcome of the suit.

109. It is so ordered.



DATED, SIGNED AND DELIVERED VIRTUALLY AT KERICHO THIS 22ND DAY OF JANUARY, 2026.

L. A. OMOLLO

JUDGE.

In the presence of:

Mr. Kiplating for Miss Chebet Kirui for the Applicant.

Mr. Yegon for the 1st, 2nd and 3rd Defendants/Respondents. - - Absent

No appearance for the 4th and 5th Defendants/Respondents.

Court Assistant; Mr. Joseph Makori.

